In the Supreme Court of the United States

OCTOBER TERM, 1973

No. 73-1153

UNITED STATES OF AMERICA, PETITIONER

v.

WILLIAM GREEN CONSTRUCTION CO., INC., AND UNITED STATES FIDELITY AND GUARANTY COMPANY

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF CLAIMS

REPLY MEMORANDUM FOR THE UNITED STATES

Petitioner William Green Construction Co. ("Green") correctly observes (Br. in Opp., Point III, A, pp. 12-13) that the termination notice on the FOB contract did not contain a statement that it was a final decision, nor did it set out the contractor's appeal rights. However, Green itself, specifically and in writing, waived all notice requirements. On May 18, 1966, Green wrote to the GSA that it was discontinuing work on the FOB project, and that it "waive[d] any and all notices of termination or default required under the * * * contract" (Br. in Opp. App., pp. 1a-2a). Moreover, since Green wasat that time processing an administrative appeal of the termination of the Howard contract, pursuant to a notice fully setting out its rights, and since the letter of June 9, 1966 terminating the Training School contract contained a full statement of the appeal

rights available in default-termination cases, Green was fully apprised of its administrative appeal rights and could not, therefore, have sustained any prejudice.

Respectfully submitted.

ROBERT H. BORK,
Solicitor General.

MAY 1974.

DOJ-1974-05